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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

IN RE:)
)
INCREDIBLE AUTO SALES LLC,) Bankruptcy No.: 06-60855-RBK-11
)
Debtor.) **STIPULATION TO COMPROMISE AND**
) **SETTLE MOTION TO MODIFY STAY**
) **AND RELATED OBJECTION FILED BY**
) **INCREDIBLE AUTO SALES, LLC**
)

The undersigned Creditor, GE COMMERCIAL DISTRIBUTION FINANCE CORP. ("GE Commercial"), a secured creditor herein, and the above-named Debtor, hereby stipulate as follows:

1. The Debtor commenced this case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on October 17, 2006(the "Petition Date").

2. GE Commercial is the holder of a secured claim against the Debtor. On or about October 30, 2003, the Debtor, for value received, entered into an Agreement for Wholesale Financing ("Security Agreement") with GE Commercial and additional amendments, program letters, agreements, and other documents executed therewith under which the Debtor, pledged, as security for the repayment of the amounts borrowed under the Security Agreement, certain inventory collateral (the "Collateral"). The present balance owing to GE Commercial under the Security Agreement,

excluding any precomputed interest or other unearned charges, is \$39,031.28. GE Commercial holds a security interest or lien upon property of the estate more specifically described as Tracker Marine Inventory:

| Model | Serial Number |
|--------------|----------------------|
| 14 AVENGER | BUJ18475J304 |
| GENERIC 1232 | BUJ22092K304 |
| GV12/V1264 | BUJ23496L304 |
| HAWK 186 SPT | BUJ28288A404 |
| 14 AVENGER | BUJ35781D404 |
| 40EL | 0T827250 |
| 9.9M | 0T924009 |
| 115E | 0T932614 |
| 25EL | 0T953777 |

The above specifically described units are hereinafter referred to collectively as "Collateral."

3. The Debtor agrees to voluntarily surrender the above described Collateral to GE Commercial. The Debtor will provide GE Commercial with full access during regular business hours to the Debtor's business locations for the inspection, examination, and recovery of the Collateral.

4. GE Commercial and the Debtor agree that GE Commercial will have relief from the automatic stay of 11 U.S.C. § 362 with respect to the Collateral. GE Commercial will seek foreclosure and liquidation of the above-described collateral in accordance with applicable non-bankruptcy law, and GE Commercial is hereby authorized to exercise any and all lawful remedies at state and federal law not inconsistent with Title 11 of the United States Code with respect to the subject Collateral, including, but not limited to, the repossession and sale of the Collateral under Article 9 of the Uniform Commercial Code, in effect in the state of Montana.

5. GE Commercial agrees to credit Debtor's account up to and including one hundred percent (100%) of the current balance due to GE Commercial on all new and unused Collateral, with all parts and accessories intact, surrendered by the Debtor to GE.

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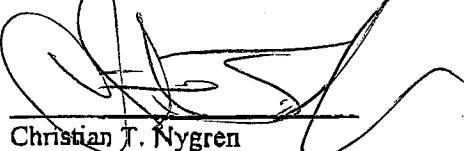
6. GE Commercial shall file an unsecured deficiency claim in the Debtor's bankruptcy case in the amount of \$8,883.87, representing the \$7,657.64 due from the Debtor for items of GE Commercial's Collateral sold by the Debtor without forwarding payment to GE Commercial and \$1,226.23 in pre-petition interest charges.

7. The terms of this Order shall be contained in any plan of reorganization or liquidation filed in this case and shall be binding on the successors and assigns of the Debtor, the post-confirmation Debtor, the Debtor-in-Possession, and superseding Debtor-in-Possession, and receiver or similar custodian or caretaker appointed in any subsequent state and or federal proceeding.

8. This Stipulation may be executed by facsimile and in counterparts.

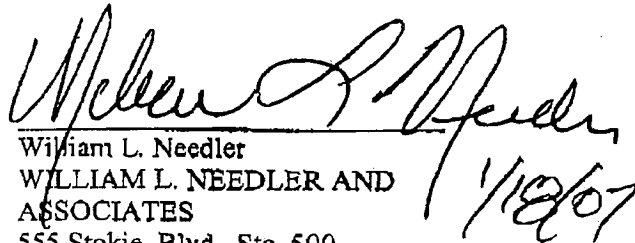
WHEREFORE, the undersigned Creditor and Debtor hereby stipulate that the Court may modify the stay in accordance with the terms of this Stipulation

DATED this 18th day of January, 2007.



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